

Thomas E. Willoughby
Hill Rivkins LLP
Attorneys for Plaintiff
45 Broadway, Suite 1500
New York, NY 10006
Tel.: 212-669-0600

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
OSTER DE COLOMBIA LTDA.,

Index No.:

Plaintiff,

- against -

COMPLAINT

TRANSPAC CONTAINER SYSTEM LIMITED
OF HONG KONG d/b/a BLUE ANCHOR LINE,
in personam,

Defendant.
-----X

The plaintiff herein, by its attorneys, Hill Rivkins LLP, complaining of the above named defendant, alleges upon information and belief as follows:

FIRST: This Court has jurisdiction pursuant to 28 U.S.C. §1333 in that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

SECOND: At and during all the times hereinafter mentioned, plaintiff had and now has the legal status and principal office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, defendant had and now has the legal status and office and place of business stated in Schedule A, and now is engaged in business as a common carrier of merchandise by water for hire.

FOURTH: On or about the date and at the port of shipment stated in Schedule A, there was delivered to the M/V "HS BEETHOVEN" and defendant in good order and condition the shipment described in Schedule A, which said defendant received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

FIFTH: Thereafter, the said Vessel arrived at the port of destination detailed in Schedule A, where the cargo was discharged but not delivered at final destination.

SIXTH: By reason of the premises, defendant breached, failed and violated its duty and obligation as a common carrier and was otherwise at fault.

SEVENTH: By reason of the premises, the above named defendant breached, failed, and violated its contractual duty and obligation to plaintiff.

EIGHTH: Plaintiff was the shipper, consignee or owner of the shipment as described in Schedule A, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

NINTH: Plaintiff has performed all duties and obligations on its part to be performed.

TENTH: By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$125,000.00.

W H E R E F O R E, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against defendant.

2. That if defendant cannot be found within this District, that all of its property within this District be attached in the sum set forth in the complaint, with interest and costs.

3. That a decree may be entered in favor of plaintiff against defendant for the amount of plaintiff's damages, together with interest and costs.

4. Plaintiff further prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, NY
June 17, 2015

HILL RIVKINS LLP
Attorneys for Plaintiff

By: 

Thomas E. Willoughby

45 Broadway, Suite 1500
New York, NY 10006
Tel.: 212-669-0600
E-mail: twilloughby@hillrivkins.com

SCHEDULE A

Plaintiff, Oster de Colombia Ltda., was and now is a corporation duly organized and existing under and by virtue of the laws of a foreign country with an office and place of business at Carrera 100, No. 16-20 Of. 701, Edificio Avenida 100, Cali, Colombia.

Defendant, Transpac Container System Limited of Hong Kong d/b/a Blue Anchor Line, was and now is a corporation duly organized and existing under and by virtue of the laws of a foreign country with an office and place of business at 24/F, Massmutual Tower, 38 Gloucester Road, Wan Chai, Hong Kong and c/o Kuehne & Nagel Inc., 10 Exchange Place, Jersey City, New Jersey 07302.

Date of Shipment: June 16, 2014

Place of Receipt: Houston

Port of Loading: Houston

Port of Discharge: Cartagena

Place of Delivery: Cali

Shipper: Jarden Consumer Solutions

Consignee: Oster de Colombia Ltda.

Notify: Oster de Colombia Ltda.

Description of Shipment: 4300 blenders

Nature of Loss: Non-delivery

Bill of Lading No.: 6339-0455-406-023